CITY OF CASA GRANDE, ARIZONA

NOTICE OF BID

The City of Casa Grande will receive sealed bids for the following:

27-Yard Automated Side Load – Body

Each bid shall be in accordance with the specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85222, where copies can be obtained by calling the City Clerk's Office (520) 421-8600.

All bids must be submitted by 3/24/2009, at 1:30pm, City time to the City Clerk, Gloria Leija, 510 East Florence Boulevard, Casa Grande, Arizona 85222. The bid opening will take place on 3/24/2009, 1:30pm, Main Conference Room (2nd Floor), 510 E. Florence Boulevard, Casa Grande.

Bids must be addressed to:

Gloria Leija, City Clerk City of Casa Grande 510 E. Florence Boulevard Casa Grande, Arizona 85222

The envelope must be boldly marked:

BID ON 27-Yard Automated Side Load – Body

FOR THE CITY OF CASA GRANDE BID OPENING: 3/24/2009, at 1:30pm

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Bids, or to reject any or all bids; to be the sole judge of the suitability of the materials offered, and to award a contract or contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

James V. Thompson City Manager

INFORMATION TO BIDDERS

I. SECURING BID DOCUMENTS

Specifications and other bid document forms are available at the City Clerk's Office:

Gloria Leija, MMC City Clerk City of Casa Grande 510 E. Florence Blvd. Casa Grande, Arizona 85222 (520) 421-8600

II. ADDITIONAL INFORMATION

Keith Swearingen Fleet Services Supervisor City of Casa Grande 510 E. Florence Blvd. Casa Grande, AZ 85222 (520) 421-8600 Extension: 4600

III. CONTENT OF BID

The Bid package should contain the following:

- * Call for Bids Notice
- * Information to Bidders
- * General Information/Bid Specifications
- * Bid Form
- * Check List (If applicable)
- Certification of Bid

IV. INTERPRETATION OF DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of this Request for Bids, or finds discrepancies in or omissions from the specifications, the bidder may submit to the City Clerk, a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by the Department, and a copy of such Addendum will be mailed or delivered to each person who received a Bid Packet. All Addendums will be forwarded to the City Clerk's Office to be included in the Original Bid Packet. The Department will not be responsible for any other explanation or interpretation of the Request for Bids.

V. ANY ADDENDUMS OR BULLETINS

Any addendums or bulletins issued by the Department during the time of bidding or forming a part of the documents provided to the bidder for the preparation of the bid shall be covered in the bid and shall be made part of the contract. No addendums will be issued five (5) days prior to the bid opening.

VI. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by a written request, at any time prior to the scheduled time for the opening of bids.

VII. ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder' capabilities to satisfy the requirements of these guidelines. The bidder shall be responsible for costs incurred in the proposal preparation and delivery.

VIII. SCHEDULE

The following schedule is planned:

Call For Bid:	2/25/09
Mail Request For Bids:	2/27/09
Last Date to Submit Bids:	3/24/2009 at 1:30pm
Bid Opening:	3/24/2009 at 1:30pm
Bid Review:	3/24/2009
Bid Award:	4/20/2009

IX. EVALUATION PROCESS

Bids that are judged by the City to be unresponsive or materially incomplete will be immediately rejected.

Finalists will be selected from the remaining bidders.

The City will perform whatever research it deems necessary into the bidder's history, financial viability and references. The bidder shall cooperate with the **Fleet Services Supervisor** by providing appropriate information.

X. EVALUATION CRITERIA

The primary evaluation criteria shall be the overall benefit/cost as perceived by the **Fleet Services Supervisor**, rather than cost only.

The **Fleet Services Supervisor** shall consider many factors, including the following (which are not in any specific sequence):

- * Responsiveness to the needs of the Department
- * Bidder's qualifications
- * Quality of Product
- * Quoted price

XI. MULTIPLE BIDS

Bidders may submit multiple bids if they so desire. Such multiple bids will be evaluated separately on their own merits.

XII. REQUIREMENTS

The City has established certain requirements as specified in the General Requirement/Bid Specifications. None of these requirements are designed to give any bidder an advantage or disadvantage in the bidding process. Bidders are encouraged to bid even if the bid does not meet the requirements as stated. However, the bidder must state specifically which requirements are not met, how the same function may be otherwise performed, and why this deviation should not be considered material. The City's determination that a deviation is not material does not excuse the bidder from full compliance with other specifications if he is awarded the contract.

XIII. METHOD OF PAYMENT

Bidder should submit billing statement to the attention of the Finance Department. When applicable the bidder should reference on the billing statement the purchase order number or City contract number. The City of Casa Grande makes every effort to generate payment for claims within 30-days from initial request.

XIV. DELIVERY OF PRODUCT/COMPLETION OF WORK

Upon receiving Notice of Proceed or Purchase Order Number, Bidder shall complete all work F.O.B. Destination as specified in bid document, but no latter than 120 days of receipt of purchase order. Units shall have been completely inspected, serviced, tested, and ready for full operation when delivered.

XV. EXECUTION OF AGREEMENT

Successful bidder will be required to enter into a formal agreement that is consistent with the bid package outlined within. The bidder to whom the Contract is awarded by the City shall within 15 days after notice of award and receipt of Agreement forms from the City, sign and deliver to the City all required copies. (Sample of Agreement attached in bid packet – specifics may change to comply with bid specifications)

XVI. MISCELLANEOUS INFORMATION

- A. All prices quoted will reflect the total to the City for the item/project/service and shall include all applicable taxes, and other charges.
- B. The City will not honor any invoices or claims, which are tendered sixty (60) days after the close of the City's fiscal year for work completed.
- C. The City is not responsible for any bidder's errors or omissions.
- D. All bids submitted to the City are to remain firm for a minimum period of sixty (60) days from the date the bids are officially opened.
- E. The successfully bid is not officially accepted until such time as the bidder receives written notice of acceptance from the City Clerk.
- F. If bidder conducts business inside the City Limits, then a business license number is required.
- G. Where bidder is a corporation or other type of legal entity, bids must be signed in the legal name of the entity followed by the name of the state of incorporation or place of formation, and the legal signature of an officer authorized to bind the entity to a contract.

XVII. COOPERATIVE USE OF CONTRACT

The City of Casa Grande has entered into various cooperative purchasing agreements with other Arizona government agencies. This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

BID SPECIFICATIONS

27-Yard Automated Side Load - Body

I. <u>GENERAL SPECIFICATIONS</u>:

The intent of these specifications are to describe the minimum requirements of a complete automated side load body, with a lifting arm and 2 grippers capable of handling 90 gallon to 300 gallon containerized refuse, and a hydraulically hoisted body for dumping, in sufficient detail to secure bids on comparable equipment. Our preferred chassis is the Cab-over <u>Autocar WX64</u> and we use <u>right hand steering</u>. All bids shall conform in strength, quality of the material and workmanship to what is usually provided the trade in general. The Automated Side load truck, body and accessories shall be a current model under standard production by the manufacturer. The City of Casa Grande's Solid Waste Collections Division will be the user.

Vendor will select "Comply" or "Non-comply" on specifications following.

II. TECHNICAL SPECIFICATIONS MINIMUM:

ITEM DESCRIPTION

27 yard Automated Side Load Body with Right Side Grabber Arm (right hand steer)

GROSS VEHICLE WEIGHT RATING & AXLE RATING REQUIREMENTS

The GVWR and GAWR are as listed.

Required Minimum: 66,000 lb. GVWR

Front axle rated at 20,000 lbs.

Rear axle(s) rated at 46,000 lbs.

WHEELBASE

The wheelbase, cab to axle, and axle to end of frame overhang dimensions shall be engineered to provide the best possible weight distribution and to maximize the legal payload the truck can carry.

Wheelbase of truck bid: 197"

BACK-UP CAMERA

Unit bid to be equipped with a color backup camera system to provide complete viewing of the following areas: behind the refuse truck, inside the hopper area and the grip portion of the unit. Unit to have flat panel color monitor positioned to provide easy viewing from driver's seat. Unit to be equipped with three (3) cameras that are controlled from the monitor, Safety Vision SV-CLCD-65-620 or equal. Picture resolution for camera system must be a minimum of 270,000 pixels or higher. Picture resolution for monitor must be a minimum 225,000 pixels or higher.

~ .	
Comply	Non-comply

Comply ____Non-comply____

TOOL HOLDERS A shovel and broom holder shall be installed curb side of the vehicle. Neither shall allow tools to dislodge during transit or normal operation of vehicle. Locations to be specified by City of Casa Grande. ComplyNon-comply
BODY SIGN HOLDERS 2 - Sign holders measuring 2 ¼" X 95 ½" X 31 ½". One each to be mounted on each side of body as specified by City of Casa Grande. ComplyNon-comply
BODY CAPACITY
1. The net capacity of the body including the usable body and hopper volume shall be 27
cubic yards minimum.
ComplyNon-comply
If less than minimum, state yardage 2. The hopper shall have a minimum capacity of 3 cubic yards
ComplyNon-comply
3. Structural integrity of the body shall allow high density loading of 700 pounds per cubic
yard of normal refuse
ComplyNon-comply
BODY DIMENSIONS
1. The maximum outside body width shall be 102"
ComplyNon-comply
2. The maximum outside body height above chassis shall be 107"
ComplyNon-comply
3. The maximum overall length of the body, tailgate and loader shall not exceed 276"
ComplyNon-comply
4. The maximum bottom hopper width shall be 57" ComplyNon-comply
BODY CONSTRUCTION
1. The body interior shall have a smooth flat floor without a trough. The sides and roof shall
be smooth radius cornered construction. All materials shall be steel unless otherwise
stated.
ComplyNon-comply
2. No hydraulic cylinders, valve or other hydraulic components shall come in contact with refuse packed into the body. Hydraulic cylinders in the hopper area or under the body are
unacceptable.
ComplyNon-comply
3. Body sides, floor and roof shall have 6" x 2" x ½" structure tube construction main frame
at rear of body.

Bid Specifications 27 Yard Automated Side Load Body Page 3

TECHNICAL SPECIFICATIONS MINIMUM CONTINUED:			
4.	Floor shall be reinforced with 3/8" steel plate "T" design cross members located so as to		
	withstand continuous operation at maximum imposed loads without harmful deformation or		
	excessive wear.		
	ComplyNon-comply		

	excessive wear.
	ComplyNon-comply
5.	Body roof shall be minimum 12 ga. hi-tensile sheet fully welded.
	ComplyNon-comply
6.	Body sides shall be minimum 10 ga. hi-tensile sheet, fully welded.
	ComplyNon-comply
7.	
	and/or brush.
	ComplyNon-comply
8.	Body floor shall be flat with radiused corners at the sidewalls. Floor shall be minimum 1/4"
	AR400 steel plate.
	ComplyNon-comply
9.	Floor longitudinals (long members) shall be 10" at 20#/ft. structural channel.
	Longitudinals shall provide a minimum 2.7" wide sill base.
	ComplyNon-comply
HODDED	CONCEDITORI
	CONSTRUCTION Homographs the floor and vertical sidewalls. The front of the homographs hall be redived.
1.	Hopper shall be of flat floor and vertical sidewalls. The front of the hopper shall be radius
	and free of any corners allowing operation of the lifting device from conventional left
	hand or right hand drive chassis. Hopper shall be designed to properly handle (30) gallon
	thru (300) gallon automated side loader containers.
2	ComplyNon-comply Hopper longitundinals (long members) shall be extension of the body 10" at 20#/ft.
2.	structural channels.
	ComplyNon-comply
3	Hopper floor shall be minimum ¹ / ₄ " AR400 steel plate with a replaceable ¹ / ₄ " AR400 steel
٥.	plate liner.
	ComplyNon-comply
4.	Hopper sidewalls shall be minimum ¹ / ₄ " AR400 steel plate with a replaceable ¹ / ₄ " AR400
	steel plate liner.
	ComplyNon-comply
5.	A hydraulic hopper cover is required if packing mechanism is unable to retain material
	during transit.
	ComplyNon-comply
6.	The hopper and body floor are to be waterproof to a minimum 18" above floor. Holes in
	the floor, sumps or cleanout doors are unacceptable.
	ComplyNon-comply
	G MECHANISM
1.	A hydraulically actuated sweep blade shall complete a pack sweep cycle, displacing a
	volume of at least (3) cubic yards, in a maximum of 14-16 seconds with an empty body,
	and shall be capable of operating continuously so that refuse containers can be dumped
	with the sweep blade in any position.
	ComplyNon-comply

2. The sweep blade shall be fabricated from a minimum 3/8" AR400 steel plate.

Comply ____Non-comply____

3.	The packing assembly shall be capable of being greased without entering the hopper or
	under body. All lubrication points are to be accessible from ground level without use of a
	ladder or platform. ComplyNon-comply
	CompryNon-compry
BUSTLE	<u>TAILGATE</u>
1.	The tailgate must be one piece; top hinged and shall open a minimum 110 degrees. ComplyNon-comply
2.	Tailgate shall be constructed of a minimum 10 ga., high tensile sheet on rear and side
	walls.
	ComplyNon-comply
3.	The tailgate sides, roof and floor shall be reinforced by 2"x 6"x 1/4" structural tube
	mainframe minimum.
	ComplyNon-comply
4.	The tailgate will be secured to the body by (2) sets of hinges at the roof line. ComplyNon-comply
5.	A heavy duty replaceable pop-in positive one piece rubber seal will be installed the full
	length of the bottom and 43" up the sides of the tailgate to prevent leakage. Bolt on or
	bend over tab seal retainer is unacceptable.
	ComplyNon-comply
6.	The tailgate shall be raised and lowered, locked and unlocked by hydraulically actuated
	cylinders. The cylinder must retract to unlock and raise the tailgate. Cylinder design shall
	include an orifice fitting to prevent the rapid descent of the tailgate in the event of
	hydraulic failure. ComplyNon-comply
7.	
, .	by a positive locking device.
	ComplyNon-comply
LIFTING	MECHANISM
	The lift arm and guide rail shall be of tube type construction fabricated from Hi-Tensile
	steel minimum. The lift, grab and dump functions shall use spherical bushings at each
	pivot point.
2	ComplyNon-comply
2.	The standard lifting mechanism shall be capable of lifting round containers ranging from
	90 to 300 gallons with universal grabber mechanism. Manually exchange type grabbers is
	unacceptable and use of rubber gripping straps are also unacceptable. ComplyNon-comply
3.	The lifting mechanism shall be capable of individually controlled motion for extending,
	grabbing, raising, dumping and returning a container from any position. The lifting
	mechanism shall have the ability to combine multiple functions into a single switch for
	ease of operation.
	ComplyNon-comply

	4.	The lifting mechanism shall perform the following automatic one touch (function) lift
		cycle in (8) seconds at idle:
		a. Grab the container
		b. Lift the container to the full dump position
		c. Hold at the full dump position for a minimum ½ second
		d. Lower the container to the full down position
		e. Release the grabbers from the container
		ComplyNon-comply
	5.	The lifting capacity shall be a minimum of 1,600 pounds at any extension.
	6.	ComplyNon-comply The lift shall have a minimum reach capability of 96" from the side of the body to the
	0.	centerline of a 90 gallon container.
		ComplyNon-comply
		Comprynon-compry
BODY	HC	<u>DIST</u>
	1.	The body shall be raised by one 6.5" bore x 160" stroke, chrome plated single acting four
		stage telescoping cylinder. The body shall achieve a dump angle of approximately 45
		degrees and be lowered by gravity.
		ComplyNon-comply
	2.	Cylinder design shall include an orifice fitting in the base port, which will prevent the
		rapid descent of the body in the event of a hydraulic failure.
		ComplyNon-comply
	3.	A "one man operation" 2" x 3" structural tube welded assembly body prop shall be
		provided to hold the empty body in a partially raised position for any underbody service.
		While on the prop the body will have a clearance of 48" measured at the front bottom of
		the body to the top of the chassis frame directly under it.
		ComplyNon-comply
HVDD	A T T	
HYDR.		
	1.	The maximum operating pressure of the system shall be:
		a. 2500 PSI for the Arm circuit
		b. 2800 PSI for the Packer circuit
	2	ComplyNon-comply
	2.	The hydraulic pump shall be a Denison tandem vane pump with electronic Flow Control
		or equal.
	2	ComplyNon-comply
	3.	Hydraulic pump to be driven from live drive gear box mounted on top of transmission. ComplyNon-comply
	4.	All hydraulic tubes will be secured with bulkhead fittings and double bolted clamps to
		prevent movement, vibration, abrasion and excessive noise.
		ComplyNon-comply
	5.	All hydraulic hoses shall conform to S.A.E. standards for design pressure.
		ComplyNon-comply
	6.	The hydraulic oil reservoir shall have a gross capacity of 50 gallons.
		a. The tank shall be complete with a screened fill pipe and cap, filter breather, clean
		out cover, oil level sight and temperature gauge, and suction line shut-off valve.
		Shut-off valve to be accessible from outside of body.
		ComplyNon-comply

	b. The hydraulic system shall be protected by a (10) micron, in tank, return line filter along with a 100 mesh (140 micron) reusable oil strainer in the suction line. ComplyNon-comply
7.	The hydraulic system; operating at full load, and an ambient temp of 120 degrees, will maintain an acceptable hydraulic oil temperature of 180 degrees maximum, without the need for external hydraulic oil cooling devices. ComplyNon-comply
SAFETY	FUNCTIONS
	The hydraulic system shall be equipped with an automatic shutdown system designed to
	shut down the hydraulic pump in the event of low oil pressure, high hydraulic oil temp. The shutdown device must be capable of sounding an audible alarm indicating an imminent shutdown is about to occur.
2	ComplyNon-comply
۷.	Unit bid will be equipped with an alarm system to advise operation of the following:
	Lift arm <u>not</u> in stored position
	Body not in down position
	Rear tailgate <u>not</u> latched
	 Grips <u>not</u> in stored (ungripped) position
Т	This alarm must be functional any time the unit is in motion (forward or
	everse), regardless whether PTO is functional or not.
	ComplyNon-comply
LUBRIC A	ATION
1.	All lubrication to be preformed from a ground level position without the use of ladder or platform.
	ComplyNon-comply
CONTRO	LS
	The lift controls shall be electronic over hydraulic and shall operate the lift arm functions in a controlled "smooth-shift" fashion without use of hydraulic cushioned cylinders. ComplyNon-comply
2.	All hydraulic valves shall be solenoid controlled electric over hydraulic valves. Pneumatically controlled valves are not acceptable. ComplyNon-comply
3.	The body controls shall be electronic over hydraulic and located in the cab convenient to operator. All valve components are to be easily serviceable without changing entire valve body.
	ComplyNon-comply
EI ECTPI	CAI
ELECTRI 1	<u>CAL</u> The body functions in-cab control center shall be provided for system functions. All body
1.	controls shall be electronic and in easy reach of operator.
	ComplyNon-comply
	* ·

2.	For ease of service, the lift arm and body function electrical to be independent from all lighting electrical. Separate harnesses for both circuits are required. Unprotected wiring on any application is unacceptable. ComplyNon-comply
3.	ALL wiring must be neatly loomed, routed, supported and protected to prevent damage. Specific protection is required around tailgate hinge area to prevent damage to wiring mounted on the tailgate. All wire splices, including body to chassis main harness, must be sealed to prevent from hydraulic oil, diesel fuel, and other contaminants, and must be waterproof. No "Scotch-Lock" style connectors will be allowed on this vehicle.
	ComplyNon-comply
REAR UI	NDERRIDE AND THE GUARD
1.	The body shall be equipped with a rear underride guard as standard equipment, to meet the Federal Motor Carrier Safety Regulation 49CFR393.86, TTMA RP No. 41-02, SAE J682 Oct. 84.
	ComplyNon-comply
LIGHTIN	
1.	For long life and ease of service, all clearance, tail, stop and back-up lights shall be LED plug-in type, grommet mounted, shock resistant, and waterproof with Lexan lens. <u>All connections to have di-electric grease</u> , sealing connection point. They shall be Truck-Lite or approved equal. ComplyNon-comply
2.	All lighting shall comply with D.O.T. and F.M.V.S.S. 108 regulations. ComplyNon-comply
3.	Light package to include: (2) 4" high mounted LED stop / tail ComplyNon-comply (2) 4" high mounted LED turn / tail ComplyNon-comply (1) mid body LED turn signal each side ComplyNon-comply (2) 4" low mounted LED stop / tail ComplyNon-comply (2) 4" low mounted LED turn / tail ComplyNon-comply (2) 4" low mounted back up lights ComplyNon-comply (1) license plate light ComplyNon-comply (1) center mounted LED brake light ComplyNon-comply (1) center mounted LED brake light
4.	Wiring harness in round convoluted soft conduit to be provided. Wiring harness to be
	numbered, with automotive type plug in connectors. ComplyNon-comply

	5.	A combination marker light / turn signal shall be mounted mid point on both the right and left sides of the vehicle. The LED lights are to provide additional warning for turns.
	6.	ComplyNon-comply Two strobe lights shall be mounted on brackets located in the upper left and right ¼ of the tailgate. The lights shall be wired to come on with a manual switch located on the instrument console and anytime the transmission is placed in reverse.
	7.	ComplyNon-comply Work light group shall include; hopper work light, arm work light, rear viewing roadside work light. ComplyNon-comply
PAINT	'INO	G
	Bo tres pai ultr ma 6 m shi Ho dic tub flo	dy to be cleaned, de-burred; weld spatter and slag removed prior to multi-stage chemical atment/high pressure wash. Provide powder coat finish to assure a long-lasting durable int system with excellent adhesion, color fastness, solid hiding, abrasive resistance and raviolet protection. In order to assure complete coverage and consistent thickness, the ijor assemblies will be painted prior to assembly. Dry film thickness is to be minimum 4 to nills coverage. Paint must pass UV test of 2000 hours for minimum loss of gloss and color
MOUN		NG Body installation shall be performed by the manufacturer or a factory authorized distributor onto a chassis City supplies. ComplyNon-comply
	2.	Mounting shall be chassis and body manufacturer's engineering specifications. ComplyNon-comply
	3.	An air-dryer/lubricator is to be mounted on frame rail convenient to operator outside the truck, it will filter and lube all air supplied to body air valves and or controls. ComplyNon-comply
	4.	All safety switch's are to be Proximity switch's, w/LED diagnostic indicators built in. ComplyNon-comply
	5.	Rear Body shall be hinged with body props. ComplyNon-comply
	6.	All wiring harness shall be <u>built to length</u> , looping or bundling of excess wire or harness <u>WILL</u> NOT be allowed. ComplyNon-comply

A.

III. <u>SUPPORTIVE SPECIFICATIONS</u>:

WARRANTY:

of all extended w address of compa shall be responsi	standard warranty periods and conditions. Quote terms, conditions and cost varranties offered by component manufacturers. Offer to state name and any, which will be providing warranty coverage in the Phoenix area. Offer ble for all warranty repairs.
for reasons beyon number of days t	bed in this specification is out of service for more than 14 consecutive days, and City of Casa Grande's control, all warranties will be extended by the he vehicle is out of service. Non-comply
GRANDE FLEET SERVICE warranty work being performed Casa Grande, for any cover Grande, will be reimbursed supplied parts by vendor for Reimbursement will be by 3181 N. Lear, Casa Grande repair request. Any warrant no cost to the City of Casa unit to the City. <i>If warrant</i>	OR WHEN, REQUIRED, WILL BE PERFORMED AT THE CITY OF CASA CES DIVISION, AT NO COST TO THE CITY. Successful bidder agrees to rmed at the City of Casa Grande Fleet Services facility, at no charge to the City of red warranty repairs. All warranty work, when performed by the City of Casa d at the current labor rate plus any supplies needed to complete the repairs. All or warranty repairs will be provided at no charge, including shipping. check made payable to the City of Casa Grande. Mail check to: Fleet Services, e AZ 85222. Vendor must state maximum length of time for response to warranty try repairs that require the unit to be repaired at the vendor's facility will be done at Grande, including all transportation costs associated with picking up and returning try repairs require a unit to be out of service for more than five (5) working days, by the City of Casa Grande with a comparable unit to use until warranty repairs
Co	omplyNon-comply
The successful be with-in 50 miles installing composition.	AY AUTHORIZED PARTS AND SERVICE AVAILABILITY: idder shall have and maintain a factory authorized parts and service station of the City of Casa Grande. The station shall be capable of supplying and nent parts, and trouble-shooting, repairing and maintaining the equipment. The hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday. SimplyNon-comply
Bo Name:	ody authorized warranty providers:
Address:	
City: Phone:	
care of the equiparties.	idder shall provide up to 16 hours of training to City personnel in the use and ment. Training will be held 6:30am to 2:30pm on date to be arranged by the
Co	omplyNon-comply

III. SUPPORTIVE SPECIFICATIONS CONTINUED:

D. MANUALS: Offer to supply one complete set of manuals specific to each truck, including, but not limited to: Operators Manual, Maintenance Manual, Overhaul and Repair Manual, Wiring Diagrams, Parts Manual, Body & Loader Assembly, and Hydraulic Components. Provide one CD/DVD for previous if it is available. Comply ____Non-comply_ Include in delivery a safety tape on operation, training. Comply ____Non-comply_ E. **DELIVERY**: Completion of work is required F.O.B.120 days of receipt of purchase order. Units shall have been completely inspected, serviced, tested, and ready for full operation when delivered. Comply ____Non-comply____ Delivery F.O.B. Casa Grande will be within days. F. Special Diagnostic Tools Any specialty repair tools or diagnostic tools, software, hardware needed to maintain the unit must be provided. Comply ____Non-comply____ G. SAFETY: All units provided must meet Department of Transportation guide-lines for Gross Vehicle Weight and Bridge Law Formula as well as all other applicable guidelines as set forth by OSHA, DOT, EPA, and State of Arizona standards. Comply ____Non-comply_ G. VENDOR PROPOSAL: Bidders are to complete the Vendor's Proposal Column. Failure to provide this information may result in their proposal being rejected. H. AWARD: Award of this bid will be made to the lowest responsive responsible bidder meeting specifications, using base bid and required options (if any). I. **EXCEPTIONS TO SPECIFICATIONS:** The fact that a manufacturer chooses not to produce equipment or material to meet these specifications will not be considered sufficient cause to adjudge these specifications as

restrictive. Bidders shall offer the equipment or material, which comes closest to meeting these specifications. Where deviations from the specifications contained herein are necessary,

the bidder shall notate such deviations. Bidders shall state why, in their opinion, the equipment or materials they offer will render equivalent reliability, coverage and performance. Failure to detail all such deviations will comprise sufficient grounds for

Comply _____Non-comply____

rejection of the entire proposal.

Bid Specifications 27 Yard Automated Side Load Body Page 11

PRICING:

1. The bidders hereby certify that they have read, understand, and agree that acceptance by
the City of Casa Grande of the bidder=s offer by the issuance of a purchase order or contract
will create a binding contract. Further, they agree to fully comply with all terms and
conditions as set forth in the specifications and other documentary forms herewith made a part
of this specific procurement.
ComplyNon-comply
2. The price on the bid will be good for 1 year from the date, which the city contract is issued. The city will have the option to buy multiple units for this bid. The city may, at its option, request to purchase additional units from this bid for (3) more years (4 total years). The acceptable price increase after 1 year will be based on the CPI and true documented raw materials cost increases to the manufacture. ComplyNon-comply

<u>COOPERATIVE USE OF CONTRACT</u> This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF

VENDOR PROPOSAL

ITEM DESCRIPTION	PRICE
Body Capacity increase to 31 yard	\$
Auto Lube - <u>all</u> body grease points	\$
Left side grabber arm (left hand steer)	\$
Telma brake assist	\$
Additional 2 years body warranty (total 3 years)	\$
Additional 2 years hydraulic warranty (all Compon	ents) \$
NOTE: If the City of Casa Grande decides to purch extended warranty will be added to the proposal pri	
Hydraulic Component Warranty:	
Extended Hydraulic Component Warranty:	
Extended Hydraulic Component Warranty Cost: \$ _	
Basic Body Warranty:	
Extended Basic Body Warranty:	
Extended Basic Body Warranty Cost: \$	

An additional option's work sheet should be provided for ADD / DELETE items from the bidder. This will allow more flexibility to the specification.

BID FORM

27-YARD AUTOMATED SIDE LOAD – BODY

Cost		
	Bid Price	
	Applicable Tax	
	Net Bid Price	
Total Price FOB Casa Grande		

CERTIFICATION OF BID

FOR

${\bf 27\text{-}Yard}~Automated~Side~Load-Body$

Bidder hereby certifies by signing and submitting this bid, which includes Notice of Bids, Information to Bidders, Bid Specifications, Bid Form, and Certification of Bid, that they have read and fully understand, and will comply with said invitation for bids.

Corporate Name	
Address	
City, State, and Zip	
Type of Entity	
State of Incorporation	
Phone Number	
Casa Grande Business License Number (if Applicable)	
Signature of Authorized Officer	
Print Name of Authorized Officer	
Title of Authorized Signatory	

City of Casa Grande and ZZZ, Inc. Agreement

I. INTRODUCTION

This agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Casa Grande, Arizona, a municipal corporation (hereinafter referred to as the "City") and ZZZ, Inc., an Arizona corporation (hereinafter referred to as "Bidder").

II. <u>EFFECTIVE DATE</u>

This agreement shall be effective as of the date that the last representative for the parties executes this Agreement.

III. RECITALS

- **A. WHEREAS**, the City issued a Request for Bids for a 2004 Chevrolet, model xxx, one-ton pickup truck; and
- **B.** WHEREAS, Bidder was the lowest responsible bidder which responded to the City's Request for Bids, and
- **C. WHEREAS**, The Casa Grande City Council has, by Resolution # 9999, accepted the Bidder's response and authorized the execution of a contract with the Bidder in accordance with the bid response;
- **NOW, THEREFORE**; in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

IV. TERMS AND CONDITIONS

- **A.** Within 30 days from the issuance of the City's Purchase Order, the Bidder hereby agrees to provide and deliver the 2004 Chevrolet, model xxx, one-ton pickup truck as specified in the City's Request for Bids (attached hereto as Exhibit 1 and incorporated herein by this reference) and the Bidder's Response thereto (attached hereto as Exhibit 2 and incorporated herein by this reference) at the cost of \$xx,xxx.xx*, including any applicable sales taxes.
- **B.** The Bidder shall indemnify and hold the City, its successors and assigns, harmless from and against all claims and all costs, expenses (including reasonable attorney's fees) and liabilities incurred in connection with all claims, including any action or proceeding brought thereon, arising from or as a result of the death of, or any accident, loss, injury or damage whatsoever to, any person, or to the property of any person, occurring on or about the provision and delivery of a 2004 Chevrolet, model xxx, one-ton pickup truck, and caused by, due to and/or arising from the acts or omissions of the Bidder, its successors, assigns, agents, employees,

invitees or licensees

- **C.** The Bidder agrees to provide evidence of any performance bond or payment bond if specified in the City's Request for Bids within the time period specified therein.
- ${f D}$. The Bidder agrees to provide, to City Clerk's Office at the City's address in Subsection V(P), evidence of any liability insurance required in the City's Request for Bids within the time period specified therein.

V. GENERAL PROVISIONS

- **A. Recitals.** The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the parties hereby confirm the accuracy thereof.
- **B. Relationship.** This Agreement shall not be construed as creating a joint venture, partnership, or any other cooperative or joint arrangement between or among the parties, and it shall be construed strictly in accordance with its terms.
- **C. Mandatory Signature.** This agreement shall become binding on and enforceable against the City of Casa Grande only after acceptance by the Casa Grande City Council and execution by the Casa Grande City Manager whether or not contract negotiations were conducted by the City Manager or any other agent of the City of Casa Grande.
- **D. Integration.** This contract, including all incorporated documents, components, attachments, addenda, exhibits, and plans, constitutes the entire agreement between the parties pertaining to the subject matter contained herein. This Agreement supercedes all prior and contemporaneous agreements, representations and understandings of the parties, oral or written. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by both parties.
- **E. Equal Treatment of Parties in Interpretation of Agreement.** This Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual, and intended agreement of the parties. This Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Agreement or any exhibits hereto.
- **F. Construction.** Captions and paragraph headings used in this agreement are for convenience only, are not a part of this agreement, shall not be deemed to limit or alter any provisions of this agreement, and shall not be deemed relevant in construing the agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona.
- **G.** Additional Acts and Documents. Each party to this agreement agrees to do all things, take all actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions, intent and purpose of this agreement.
- **H.** Authority to Bind Party. The individuals executing this Agreement on behalf of each party represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective parties.

- I. Waiver Not Implied. No waiver by either party of any portion of this agreement or any breach by either party shall constitute a waiver of any other provision, whether or not similar, or of any subsequent breach of the same or any similar provision. Except as expressly provided in this agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Each party specifically waives notice of default and right to cure said default unless specifically provided for in the Agreement.
- **J. Timely Performance.** Time is of the essence for the performance of all conditions and obligations under this Agreement.
- **K.** Governing Law/Choice of Forum. This Agreement and the rights, duties, and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Arizona, and any controversy, dispute or litigation shall be brought or commenced only in a court of competent jurisdiction in Pinal County, Arizona (or in the United States District Court for the District of Arizona if, but only if, the appropriate court in Pinal County lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.
- **L. Prevailing Party's Costs.** The parties agree in the event of a breach of this contract, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, and reasonable attorney fees incurred because of the breach, whether a lawsuit is instituted or not.
- **M. Severability.** If any provision of this agreement is declared void and unenforceable, such provision shall be deemed severed from this agreement which shall otherwise remain in full force and effect. Further, if any such provision may be reduced and/or narrowed in scope or the like, such provision shall be reduced, narrowed, and/or the like, and so enforced. The same shall apply to any portion of any provision.
- **N. Prohibition on Assignment.** The Bidder agrees it will not transfer or assign any obligations, duties, rights or benefits under this contract to any person or entity without express written permission of the City. Permission of City may be withheld with or without cause.
- **O.** Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.
- **P. Notices.** All notices required or permitted to be given hereunder shall be in writing and shall become effective upon personal service or seventy-two (72) hours after being deposited in the United States mail, certified or registered mail, postage prepaid, addressed as shown below or to such other address as the parties have designated and acknowledged in writing.

City of Casa Grande ZZZ, Inc. ATTN: Office of City Manager ATTN: xxx

510 East Florence Boulevard 111 Anywhere Street Casa Grande, Arizona 85222 Tucson, AZ 88888

We, the undersigned, have executed this document on the dates below written and hereby swear and affirm that we are duly authorized in accordance with law to execute this document.

CITY OF CASA GRANDE, an

Arizona municipal corporation

James V. Thompson, City Manager Date:, 2004.	
ATTEST:	
Gloria Leija, City Clerk	
APPROVED AS TO FORM:	
Scott McCoy, Assistant City Attorn ZZZ, INC., an Arizona corporation	
typed name of signatory: signatory's title Date:	2004.
State of Arizona County of Pinal) City Manager) ss Acknowledgement)
be the Casa Grande City Manager City Manager, being authorized to	
IN WITNESS WHEREOF,	I have hereunto set my hand and official seal.
	Notary Public
My commission expires:	

State of Arizona)	ZZZ, Inc.	
) ss	Acknowledgemen	ıt
County of	_)		
On this day of appeared before the undersigned, a City (identified in City of Casa Go stated and for the purposes therein	and that har rande reco	ne/she executed the Agree ords as C.G. Contract no.	
IN WITNESS WHEREOF,	I have he	reunto set my hand and of	ficial seal.
My commission expires:		Notary Publi	ic